

COMMERCIAL LEASE

Suitable for small office buildings, factories and shop premises which are not the subject of the *Retail Leases Act 1994* where the term of the lease (including the period of any option) does not exceed three years.

This Lease is made in duplicate on 27 / 09 / 2021 at Waterloo in the State of New South Wales.

PARTIES

| | |
|---|-----------|
| Between Brett & Philippa Properties Pty Limited atf B & P Dudley Superannuation Fund (ABN 41 193 768 079) | Landlord |
| (Name, address and ABN) <u>c/- 781 Anzac Parade, MAROUBRA NSW 2035</u> | |
| whose agent is Pentalign Management Pty Ltd (ABN 60 119 270 094) Trading as Ray White Maroubra | Agent |
| (Name, business address and ABN) <u>781 Anzac Parade, MAROUBRA NSW 2035</u> | |
| and PJK & YJK Pty Limited (ABN 37 652 728 366) | Tenant |
| (Name, business address and ABN) <u>Unit 1, 849 South Dowling Street, Waterloo NSW 2017</u> | |
| Philip King | Guarantor |
| (Name, business address and ABN) <u>342/9 Crystal Street, Waterloo NSW 2017</u> | |

GST REGISTRATION

The Landlord is registered for GST. Yes No

The Tenant is registered for GST. Yes No

PREMISES

The Landlord leases the premises known as 14/9 Danks Street, Waterloo NSW 2017 (the Premises) including all fixtures listed in the inventory which is signed by all parties and attached as part of this lease.

PERMITTED USE

The Premises shall be used only as Professional Office

RENT

Except as otherwise provided the rent shall be \$ 4,400.00 (incl GST)

per month commencing on 16 / 10 / 2021

and payable in advance by the Tenant on the 15th day of every month 16-01-2022 to the Landlord / Agent at the above address or at any other reasonable place as the Landlord / Agent notifies in writing.

TERM

The term of the lease shall be Three (3) year commencing on 16 / 10 / 2021 and ending on 15 / 10 / 2024

OPTION

Subject to Clause 29 of this lease the Landlord / Agent offers a renewal of this lease for a further term of Nil years.

HOLDING OVER

Unless either party gives the other written notice of termination in accordance with Clause 30a, the lease shall continue as a periodic lease from month to month at the same rent or at a rent to which both parties agree.

OUTGOINGS (tick applicable box)

The Tenant's percentage of outgoings to be paid in accordance with Clause 17a is Refer to Annexure A attached %

OR

The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 17b is Refer to Annexure A %

BASE YEARS

Municipal Rates: Not Applicable

Water and Sewerage Rates: Not Applicable

Land Tax: Not Applicable

INSURANCE

The amount of cover for public liability referred to in Clause 15e is \$20,000,000.00 Twenty Million Dollars

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

NOTE It is advisable for the Tenant to insure the Tenant's own property

DS
BD PD

Possession

1. To give possession of the Premises to the Tenant on the day on which the term of the lease commences.

Condition of Premises

2. To ensure that the Premises are in a reasonably fit condition for use at the commencement of the lease.

Security

3. To ensure that the external doors and windows contain locks and catches in working order at the commencement of the lease.

Insurance

4. To insure the Premises against damage arising from fire, lightning and explosion and other hazards (including earthquake, storm and tempest, water damage, impact, aircraft, riots / civil commotions and malicious damage).

Use of Premises

5. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

Rates and Taxes

6. To pay council, water and sewerage rates, land tax and other levies promptly.

Lease Copy

7. To provide the Tenant within one (1) month after:
 - a notice of mortgage consent, if required;
 - b execution of the lease; and
 - c stamping, if applicable
 with a copy of the lease.

Tax Receipts and Tax Invoices

8. To issue rent receipts and tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the parties, the amount received, the date of payment and the period for which the payment was made, and other such requirements as determined by the Australian Taxation Office.

THE TENANT AGREES**Rent**

9. To pay the rent promptly and in advance and in the manner that the Landlord may direct from time to time.

Consents

10. To obtain at their own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being the use and/or fit-out for which the Premises are leased).

Charges

11. To pay all charges for gas, electricity and telephone and any water usage, garbage or sanitary rates or charges, relating to the Tenant's use of the Premises.

Care of Premises

12. To take care of the Premises and to keep them in a clean condition, and in particular:
 - a To make no alterations or additions to the Premises, including the erection of any sign or antenna, without the prior written consent of the Landlord.
 - b To do no decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
 - c To put nothing down any sink, toilet or drain likely to cause obstruction or damage.
 - d To keep no animals or birds on the Premises, without the prior written consent of the Landlord.
 - e To ensure that rubbish is not accumulated on the Premises and to cause all trade refuse to be removed regularly and in a manner acceptable to the Landlord.
 - f To ensure that nothing is done that might prejudice any insurance policy which the Landlord has in relation to the Premises.
 - g To notify the Landlord promptly of any loss, damage or defect in the Premises.
 - h To notify the Landlord promptly of any infectious disease, or the presence of rats, cockroaches or similar pests.

Permitted Use and Occupation

13.
 - a To use the Premises for the purpose stated on the front page of this lease and not for any other purpose.
 - b Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use.

Rules and Regulations

14. To ensure that the Tenant, the Tenant's employees, licensees and agents observe, obey and perform the rules and regulations forming part of this lease and such further rules and regulations as the Landlord may from time to time make and communicate to the Tenant (not being inconsistent with this lease) for the safety, care and cleanliness of the Premises and of the building.

- 15. a To do nothing in the building or keep anything therein that would increase the insurance premium payable by the Landlord on the building except with the prior written consent of the Landlord.
- b To do nothing which would make any insurance policy void.
- c To insure all external fixed glass and window frames for which the Tenant is responsible.
- d To pay any insurance premiums payable by the Landlord increased as a result of the Tenant's actions.
- e To insure for public risk covering liability in respect of bodily injury, property damage, product liability and contractual liability arising from the occupation and use of the Premises by the Tenant for the minimum amount as noted on the front page of the lease.

Indemnity

- 16. a To compensate and meet all claims of:
 - i the landlord for the loss of or damage to part or whole of the Premises,
 - ii any person for the loss of or damage to their personal property, and
 - iii any person for personal injury or death as a result of any accident or neglect or a deliberate or careless act on the Premises or a breach of any conditions of the lease by the Tenant, their employees or agents or any person present on the Premises with the consent of the Tenant, their employees or agents.
- b In such circumstances the Tenant shall meet all claims whether they are made directly against them or against the Landlord. Any resultant repairs to the Premises or to any other parts of the building shall be carried out at the expense of the Tenant by a builder or tradesperson approved by the Landlord.

Outgoings *[Cross out the sub-clause below that is not applicable and ensure that both parties initial the change]*

~~17. a To reimburse the Landlord immediately, when requested, for the Tenant's percentage of outgoings noted on the front page of this lease for all local government rates, water, garbage and sewerage rates, land tax, insurance premiums, waste disposal costs, car park levies and such other outgoings relating to the property. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord.~~

OR

~~17. b To reimburse the Landlord immediately, when requested, for the agreed percentage of all increases in local government rates, water, garbage and sewerage rates, land tax, insurance premiums, waste disposal costs, car park levies immediately preceding the commencement of the lease. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord.~~

BOTH PARTIES AGREE THAT

Unforeseen Event

- 18. If something happens to the Premises so that the whole or a substantial part can no longer be occupied and the parties are in no way responsible, then either party shall have the right to terminate the lease on the giving of seven (7) days notice in writing.

Inspections

- 19. The Landlord or Agent shall inspect the Premises at the commencement of the lease and on its termination and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances.

Repairs

- 20. a The Tenant shall have repaired in a proper manner any damage to the Premises resulting from neglect or a deliberate or careless act or a breach of any condition of the lease by the Tenant or any person on the Premises with their consent.
- b Except as in Clause 20a, the Landlord shall carry out without delay all reasonable repairs necessary for the Tenant's ordinary use and occupation of the Premises, having regard to the condition of the Premises at the commencement of the lease and having regard for fair wear and tear.

Access

- 21. a The Landlord shall respect the Tenant's right to privacy.
- b The Tenant shall allow access to the Landlord or Agent:
 - i when it is reasonable that they or either of them should view the condition of the Premises or to carry out repairs, or
 - ii to erect 'to let' signs and to show the Premises to prospective tenants after notice terminating the lease has been given, or
 - iii to erect 'for sale' signs and to show the Premises to prospective purchasers, after the Landlord has given reasonable notice to the Tenant of their intention to sell.
- c The Landlord shall give the Tenant reasonable notice of the time and date for such access. As far as possible it shall be convenient for both parties.
- d The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

Costs

- 22. a The Tenant shall pay their own legal costs and the reasonable legal costs of the Landlord in relation to the preparation of this lease.
- b The Tenant shall pay the stamp duty and registration fees (if any) payable in connection with this lease.
- c The Landlord shall provide the Tenant with a copy of any account presented to the Landlord in respect of any costs referred to in Clause 22a.

GST

- 23. Any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are expressed inclusive of the Goods and Services Tax ("GST"), (if any), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this lease will be varied accordingly.

24. Each party shall observe as applicable to themselves all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

Notices

25. Any written notice required or authorised by the lease:
- Shall be served on the Tenant personally, or by pre-paid post or facsimile transmission to the Premises or by being left there in the post box, if any, at the Premises.
 - Shall be served on the Landlord or Agent personally or by pre-paid post or by facsimile transmission to their address as shown in the lease or as notified in writing or by being left in the post box, if any, at that address.
 - Shall be deemed to be served on the second business day after posting where it has been sent by pre-paid post.
 - May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required length of notice.

Mitigation

26. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.

Disputes

27. In any dispute or proceedings between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.

Notice

28. a After a notice terminating the lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the Landlord shall not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- b Where the Tenant unlawfully remains in possession after the termination of the lease, the Landlord shall be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and occupation of the Premises.

Renewal

29. a The Tenant shall give to the Landlord or the Agent not more than six (6) months and not less than three (3) months prior to the expiration of the term granted in this lease notice in writing if the Tenant wishes to take a renewal of the lease for the further term offered. Provided the Tenant has duly and punctually paid the rent and shall have duly performed and observed on the Tenant's part all the conditions and agreements contained in this lease up to the expiration of the term granted, then the Landlord will at the cost of the Tenant grant the Tenant the further term at a rent which would at such time be current market rental of the Premises.
- b If any dispute between the Landlord and the Tenant arises as to the current market rent then it shall be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The rent in the future term is not to be less than the market rent payable in the previous term just prior to the expiration of this lease and the lease shall be subject to all other conditions as are contained in this lease with the exception of the Option Condition. The costs of such rental determination shall be borne in equal shares by the parties unless otherwise agreed.

Termination

30. a Upon the expiry of the lease term or where the lease has become a periodic lease from Month to Month, either party may terminate it by giving one (1) Month's written notice to the other party.
- b The Landlord shall have the right to re-enter the Premises peacefully or to continue the lease as a periodic lease from week to week:
- where the Tenant has failed to pay rent for a period in excess of fourteen (14) days, whether formally demanded or not;
 - where the Tenant has seriously or persistently breached any of the conditions of the lease; or
 - upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- c If the Landlord intends to exercise their right to continue to lease as a periodic lease from week to week, they shall serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to the lease. Upon serving of the notice, the lease shall continue with all its conditions, except for the term and holding over conditions, as a periodic lease from week to week which may be terminated by seven (7) days written notice from either party.
- d The Landlord shall have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- e The Tenant shall have the right to terminate the lease if the Landlord has seriously or persistently breached any of its conditions. The Tenant shall give the Landlord written notice of a reasonable period, of no less than fourteen (14) days indicating at the same time the nature of the breach.
- f Any action by the Landlord or the Tenant in accordance with Clause 30 b., c., d. or e., shall not affect any claim for damages in respect of a breach of a condition of the lease.
- g Upon termination or expiry of the lease the Tenant must remove their own fixtures and shall remove their signs provided that any damage or defacement occasioned to any part of the Premises in the course of such removal shall be remedied by the Tenant immediately or, if they fail to do so, by the Landlord and at the Tenant's expense.
- h Upon the termination or expiry of the lease for any reason the Tenant shall promptly and peacefully give the Landlord vacant possession of the Premises in the condition and state of repair required by clauses 12 and 20 a. of the lease and shall, at the same time, hand over all keys.

- 31. a The Tenant shall not assign or sub-let or part with possession of the Premises or any part thereof except with the written consent of the Landlord.
- b The Landlord shall not withhold consent unreasonably, provided that the Tenant gives the Landlord fourteen days notice and the Tenant pays any reasonable expenses involved in the Landlord giving consent.

Cleaning

- 32. a [REDACTED]
- b [REDACTED]
- c The Landlord shall not be responsible to the Tenant for any loss of property from the Premises however occurring or for any damage done to the furniture or other effects of any Tenant by the caretaker or any employees of the Landlord or by any other person or persons whomsoever.

Strata Title Conversion

- 33. The Landlord may register a strata plan insofar as the same relates to the building or any part of it. The Landlord will if required by law request the consent of the Tenant to the registration of the strata plan such consent must not be unreasonably withheld by the Tenant and if requested the Tenant will provide their written consent to the strata plan to the Department of Lands or any other government authority. After registration of the strata plan the Tenant will comply with any by-laws which are not inconsistent with the terms of this lease.

Interpretation

- 34. a 'Agent' in context with 'Landlord' includes the Landlord's estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- b 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord, and where the context permits includes the Landlord's Agent.
- c 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- d 'Fixtures' includes fittings, furniture, furnishings, appliances, plant, machinery and equipment.
- e 'Month' means calendar month.
- f 'Term' means the term of this lease.
- g Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- h Where two or more Tenants or Landlords are parties, the terms and conditions of the lease shall bind them jointly and severally.
- i When this lease is signed by both parties and witnessed, it shall operate as a deed at law from that time.
- j Headings in bold have been inserted to assist the parties but they do not form a legal part of the lease.

Guarantor's Liability

- 35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them will be (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other monies payable by the Tenant, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without realising or affecting the liability of the Guarantors.

36. Refer to Annexure A

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by both parties and attached.

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets will be provided for the Tenant and at the Tenant's expense by the Landlord.
2. The Tenant shall not obstruct the entrance passages, halls, staircases, or fire escapes of the Premises or use them or any part of them for any purpose other than for going in and out of the Premises.
3. The Tenant will not obstruct or interfere with the rights of other Tenants or in any way injure or annoy them or conflict with the regulations of any public authority or with the terms of any insurance policy upon the building or its contents.
4. The Tenant shall not install or position any heavy equipment or article without first obtaining the written consent of the Landlord, such consent may prescribe the maximum weight and the position in which such heavy equipment or article may be placed or secured; the Tenant shall make good at the Tenant's expense all damage caused to the building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control. Before any safe or heavy article is moved into the building due notice must be given to the Landlord and the moving of it in and about the building shall only be done under the supervision of the Landlord or Agent.
5. In the event of any emergency or other eventuality whereby the toilets or washrooms on any floor are not available for use the Landlord may temporarily withdraw the right of exclusive use of all or any of the toilet or washroom areas and services not affected so as to ensure availability of these facilities to all occupants of the building, and no rental adjustment will be made during such temporary arrangements.
6. In carrying goods or furniture in the lifts priority shall at all times be given to passenger traffic.
7. All doors and windows of the Premises shall be securely fastened on all occasions when the Premises are left unoccupied. The Landlord reserves the right for the Landlord's Agents, employees, servants and workmen to enter and fasten them if they are left unfastened or insecurely fastened.

PLEASE READ THIS LEASE THROUGH CAREFULLY BEFORE AND AFTER SIGNATURE

We hereby enter into this lease and agree to all its conditions.

SIGNED BY THE LANDLORD

in the presence of: Alex Santelli
 Name of Witness

DocuSigned by: Brett Dudley
 28870E0A2AC14A6
 Signature of Landlord

DocuSigned by: Philippa Dudley
 532EACE2D0F4410...
 Signature of Witness

302D89EA60A54F7...

SIGNED BY THE TENANT

in the presence of: _____
 Name of Witness

 Signature of Witness

 Signature of Tenant

SIGNED BY THE GUARANTOR

in the presence of: MATTHEW ANTHONY KING
 Name of Witness

 Signature of Witness

 Signature of Guarantor

THE COMMON SEAL of PK AND YGK PTY LIMITED ACN 651 728 365 **THE COMMON SEAL of** **THE COMMON SEAL of**

was hereunto affixed by the authority of the Board of Directors and in the presence of: _____
 Secretary

was hereunto affixed by the authority of the Board of Directors and in the presence of: _____
 Secretary

was hereunto affixed by the authority of the Board of Directors and in the presence of: _____
 Secretary

PHILIP JAMES KING SOLE DIRECTOR

FORM OF SURRENDER OF LEASE

In consideration of \$ _____ (the receipt of which is hereby acknowledged), I _____ surrender and convey to the Landlord the lease to the intent that the residue of the term of the lease term shall merge in the reversion and be extinguished contemporaneously with the execution of this agreement.

Signed _____ Date / /

Witnessed _____ Date / /

Annexure "A" made in duplicate on Tuesday, 28th September, 2021

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|---------|---|-------------|
| Between | Brett & Philippa Properties Pty Limited atf B & P Dudley Superannuation Fund (ABN 41 193 768 079) C/- 781 Anzac Parade Maroubra NSW 2035 | (Landlord) |
| | Pentalign Management Pty Ltd (ABN 60 119 270 094) trading as Ray White Maroubra 781 Anzac Parade, Maroubra NSW 2035 | (Agent) |
| | PJK & YJK Pty Limited (ABN 37 652 728 366) Of Unit 1, 849 South Dowling Street, Waterloo NSW 2017 | (Tenant) |
| | Philip King Of 342/9 Crystal Street, Waterloo NSW 2017 | (Guarantor) |

for the Lease of premises known as Suite 14/9 Danks Street, Waterloo NSW 2017

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| Security Bond or Unconditional Bank Guarantee | <p>On or before the signing of this lease the tenant shall furnish to the landlord a security bond in the sum of \$13,200.00 equivalent of Three (3) Month's GST Inclusive Rent and such shall be held by the Landlord as security for the performance by the Tenant of the Tenant's obligations under the Lease. The Landlord shall be entitled to call upon the said security bond in or towards satisfaction of any amounts of rent or other monies payable under the Lease or in towards satisfaction of any amount which may become payable as a result of any breach by the Tenant of any of the covenants and conditions contained in the Lease <u>PROVIDED ALWAYS</u> that any such action or application shall not be deemed to be a waiver or release of any such breach.</p> <p>Should a Bank Guarantee be used as form of payment there is to be no termination or expiry date on the Bank Guarantee and it is to be expressed to be "security for the obligations of the Lessee PJK & YJK Pty Limited ABN 37 652 728 366 under a lease of Lot 14 of SP79627 also known as 14/9 Danks Street, Waterloo NSW 2017. The bank guarantee amount will be \$13,200.00 and will be drawn in favour of Brett & Philippa Properties Pty Limited atf B & P Dudley Superannuation Fund ABN 41 193 768 079.</p> |
| Rent Review | On each annual anniversary date of the lease the rent shall increase by the rent current plus a fixed Two (2%) Percent. |
| Rent Free | The Lessor allows the lessee Two (2) Months rent free from the commencement date of the lease. |

PJK & YJK Pty Limited

Tuesday, 28th September 2021

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| Essential Services & Fire Safety | The tenant, at their own cost, shall maintain the essential services and fire safety equipment including six monthly servicing and annual certification and provide a copy of the certificate to the landlord each year. The Strata company shall maintain the essential services and fire safety equipment including six monthly servicing and annual certification and provide a copy of the |
| Council Requirements: | The lessee shall be responsible to obtain their own consent for their use and fit-out of the premises |
| Service of Notices | Both the Lessor and Lessee consent to electronic servicing of documents and notices. |
| Goods & Services Tax | The Lessee must pay to the Lessor with each payment under the Lease an amount equal to the GST (Goods and Services Tax, value added or similar tax) payable by the Lessor calculated by reference to that payment. |
| Interest on Overdue Money | In the event of any rental or other money due by the Lessee under this lease remaining unpaid for a period of 14 days after their due date then the lessee shall pay the Lessor interest at the rate of 12% on that money calculated from the due date until the date of payment and the Lessor will be entitles to recover that money as if the same were rent arrears. |
| Certificate of Currency | The Lessee is responsible for updating and providing to the agent a copy of their certificate of currency of \$20,000,000, noting the Landlord as an interested third party and including plate glass coverage. |
| Air-conditioning | The Lessee, at their own cost, shall maintain the existing air-conditioning units within the premises. Any repairs to be carried out by Strata or the Lessor. |
| Parking | The Lessor allows the Lessee use of One (1) car space. |
| Condition Report | The Lessor recommends that the Lessee arrange, at the Lessee's cost, for a 'Property Condition Report' to record the condition of the premise at the commencement of the tenancy. Once complete the Lessee will need to provide the Agent with a copy of the report. |

PJK & YJK Pty Limited

Tuesday, 28th September 2021

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| Make Good | Prior to termination or expiration of the Lease, the tenant will be required to remove all loose furniture and items which are the property of the Tenant. The tenant must, if requested by the Landlord reinstate the Premises to the condition as at the Lease Commencement Date. For the avoidance of doubt, make good includes any damage caused by the removal of the aforementioned items. |
| Outgoings | Outgoings are nil |
| Utilities Usage | The lessee is to pay all charges including for gas, electricity, telephone and any water usage, garbage, or sanitary rates or charges, relating to the tenant use of the premises. |
| Confidentiality | The tenant agrees to keep all details about the tenancy negotiations, the Lease and all other details with respect to these Premises strictly confidential and not to disclose details other than to your financial or legal advisors for the purpose of obtaining advice. The tenant and their advisors must not disclose any details until either the Landlord agrees to waive confidentiality or the documents become part of the public records or are required by law to be disclosed. |
| Assignment of Lease Administration Fee | In the event that the Lessee wishes to assign the Lease and the Lessor agrees to that, then the Lessee shall pay to the Lessors reasonable legal costs to cover the Lessor's administrative costs in assessing the suitability of any proposed assignee of the Lease or new lessee introduced by the Lessee. |
| Lease Expiry ; Holding Over | On expiry of the Lease term, if the Landlord allows the Tenant to remain under the Holding Over condition of the lease, as a monthly tenancy the commencement monthly rent shall be the current plus two percent (2%) and then again on each annual anniversary date the monthly rent shall continue to increase two (2%) percent per annum. |

PJK & YJK Pty Limited

Tuesday, 28th September 2021

Execution of these terms and conditions by or on behalf of the Tenant is assumed to have been done with the authority and approval of the Tenants Executive Board

X  _____

Signed for and on behalf of Tenant PJK & YJK Pty Limited

Position: Director *Sole*

Date: *30-09-2021*



X  _____

Signed for and on behalf of the Guarantor Philip King

Position: Director

Date: *30-09-2021*

X

| | |
|---|---|
| <small>DocuSigned by:</small>  <small>28870E0A2AC14A6...</small> | <small>DocuSigned by:</small>  <small>532EACE2D0F4410...</small> |
|---|---|

Signed for and on behalf of the Landlord Brett & Philippa Properties Pty Limited atf B & P Dudley Superannuation Fund

Position: Directors

Date: *06 October 2021* *07 October 2021*